

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12,17,23,24 & 30

1. REQUISITION NUMBER

5000019491

PAGE 1 OF

14

2. CONTRACT NO.

3.AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

CT1803-06

6. SOLICITATION ISSUE DATE

09/25/2006

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Roderic Wise

b. TELEPHONE NUMBER (No collect calls)

618-664-6306

8. OFFER DUE DT/LOCAL TIME

10/10/2006 2:00PM

9. ISSUED BY

CODE

Greenville Cut and Sew
UNICOR FCI Greenville
Greenville, IL 62246

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE 0 % FOR☐ SMALL BUSINESS☐ SMALL DISADV.BUSINESS☐ 8(A)

SIC: 3552

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE

UNICOR-FPI Manchester
Route 8 Fox Hollow Road
MANCHESTER, KY 40962
USA

16. ADMINISTERED BY

CODE

Greenville Cut and Sew
UNICOR FCI Greenville
Greenville, IL 62246

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-
-
-, DC

TELEPHONE NO. TIN:

RFQ: 6000098918

18a. PAYMENT WILL BE MADE BY

CODE

UNICOR FPI Central Acct Payable
P. O. Box 4000
BUTNER, NC 27509-4000,
USA☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐ SEE ADDENDUM

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

See Section B

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
☒ FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE _____
OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
☒ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED
09/22/2006

Roderic Wise 618-664-6306

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

☐ PARTIAL☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Terms of delivery: DST

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001		1	EA			5000019491	10/31/2006
NEW - BUTTONHOLE MACHINE							
	BROTHER RH-981 KEYHOLE CHAINSTITCH BUTTONHOLE MACHINE OR EQUIVILANT, WITH GIMP, COMPLETE WITH TABLE STAND AND MOTOR						
00002		1	EA			5000019491	10/31/2006
NEW - BUTTONHOLE MACHINE							
	BROTHER RH-981 KEYHOLE CHAINSTITCH BUTTONHOLE MACHINE OR EQUIVILANT, WITH GIMP, COMPLETE WITH TABLE STAND AND MOTOR						
00003		1	EA			5000019491	10/31/2006
NEW - BUTTONHOLE MACHINE							
	BROTHER RH-981 KEYHOLE CHAINSTITCH BUTTONHOLE MACHINE OR EQUIVILANT, WITH GIMP, COMPLETE WITH TABLE STAND AND MOTOR						
00004		1	EA			5000019491	10/31/2006
NEW - BUTTONSEWER MACHINE							
	JUKI MB-373BR10 CHAINSTITCH BUTTONSEWER OR EQUIVILANT WITH AUTOFEEDER AND VIBRATOR FOR LARGE STYLE MILITARY BUTTONS. COMPLETE WITH TABLE, STAND AND MOTOR.						
00005		1	EA			5000019491	10/31/2006
NEW - BUTTONSEWER MACHINE							
	JUKI MB-373BR10 CHAINSTITCH BUTTONSEWER OR EQUIVILANT WITH AUTOFEEDER AND VIBRATOR FOR LARGE STYLE MILITARY BUTTONS. COMPLETE SET UP AND SEWN OFF. COMPLETE WITH TABLE, STAND AND MOTOR.						
00006		1	EA			5000019491	10/31/2006
NEW-BUTTONSEWER MACHINE							
	JUKI MB-373BR10 CHAINSTITCH BUTTONSEWER OR EQUIVILANT WITH AUTOFEEDER AND VIBRATOR FOR LARGE STYLE MILITARY BUTTONS. COMPLETE SET UP AND SEWN OFF. COMPLETE WITH TABLE, STAND AND MOTOR.						
00007		1	EA			5000019491	10/31/2006
NEW - BUTTONSEWER MACHINE							
	JUKI MB-373BR10 CHAINSTITCH BUTTONSEWER OR EQUIVILANT WITH AUTOFEEDER AND VIBRATOR FOR LARGE STYLE MILITARY BUTTONS. COMPLETE SET UP AND SEWN OFF. COMPLETE WITH TABLE STAND AND MOTOR.						

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PLEASE READ THIS SOLICITATION IN ITS ENTIRETY

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will be issued. The solicitation number is CT1803-06, and this solicitation is issued as a Request For Proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-12. Requirement is 100% Small Business Set- Aside. The North American Industry Classification System code is 423830. UNICOR, Federal Prison Industries, Inc. intends to enter into Definite Delivery/Definite Quantity contract.

The period of performance for this requirement is 60 calendar days from receipt of contract award with delivery no later than 45 calendar days.

The requirement will be for delivery to Federal Prison Industries in

THE QUANTITY AND LINE ITEM DESCRIPTIONS ARE STATED IN SECTION B OF THE SOLICITATION. (REFER TO SECTION B OF THE SOLICITATION)

Machines are to be set up, sewn off, and tested prior to shipping. All machines shall be complete with table, motor & stand. Packaging of all machines should be, at a minimum, screwed/strapped down to the shipping pallet and shrink wrapped. Each machine shall include a sew-off sample to be evaluated upon delivery of the machine.

THIS REQUIREMENT MAY RESULT IN A MULTIPLE AWARD.

THIS IS A BRAND NAME OR EQUAL REQUIREMENT

JAR 2852.201-70

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)

(a) Tina Dufour, Contracting Officer is designated to act as Contracting Officer Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

The following FAR clauses and provisions apply to this acquisition:

52.204-6 Contractor Identification Number Data Universal Numbering System (DUNS)_____;

52.211-6, Brand Name or Equal (AUG 1999)

52.212-1, Instructions to Offerors Commercial (JAN 2006);

52.212-2, Evaluation - Commercial Items (JAN 1999); Significant evaluation factors are past performance, ability to conform to the specifications, and price. Past performance is significantly more important than cost or price. The

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Government may make award without discussions - therefore, the offeror's initial offer should contain offeror's best pricing. Tradeoff Process: It may be in the Government's best interest to consider award to other than the lowest priced offeror or other than the highest technical rated offeror. This process may include tradeoffs among cost/price and non-cost factors and allows the Government to accept other than the lowest priced proposal if the perceived benefits of the highest priced proposal are determined to merit the additional cost.;

52.212-3, Offeror Representations and Certifications - Commercial Items (JUNE 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

#Emerging small business# means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

#Forced or indentured child labor# means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

#Service-disabled veteran-owned small business concern#

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

#Small business concern# means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

#Veteran-owned small business concern# means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

#Women-owned business concern# means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

#Women-owned small business concern# means a small business concern

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offerors

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relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision .] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision .] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry

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Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation .]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001\$17 million
<input type="checkbox"/> Over 1,000	
<input type="checkbox"/> Over \$17 million	

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (9) (i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, as part of its offer, that

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c) (10) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern

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participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246

(1) Previous contracts and compliance. The offeror represents that

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352) . (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the Supplies.#

(2) Foreign End Products:

Line Item No.

Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms #component,# #domestic end product,# #end product,# #foreign end product,# and # Free Trade Agreements Israeli Trade Act.#

(ii) The offeror certifies that the following supplies are end products of Free Trade Agreements Israeli Trade Act#: End Products of

Line Item No.

Country of Origin

Request For Quote

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled #Buy American Act Free Trade Agreements Israeli Trade Act.# The offeror shall list as other foreign end products those end products manufactured in the

Other Foreign End Products:

Line Item No.

Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate I (Jan 2004) . If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled #Buy American Act Free Trade Agreements Israeli Trade Act#:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate II (Jan 2004) . If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled #Buy American Act Free Trade Agreements Israeli Trade Act#:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled #Trade Agreements.#

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.

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Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). Applies only if the contract value is expected to exceed the simplified acquisition threshold. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126) . [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b) .]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph

(i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block .]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of this offer

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that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

52.212-4, Contract Terms and Conditions - Commercial Items (SEPT 2005);

(OCT 2003) Deviation (d) - This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Disputes arising under or relating to this contract shall be resolved in accordance with clause FAR 52.233-1 Disputes (JUL 2002) (DEVIATION), which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract. To view the full text clause FAR 52.233-1 Disputes (JUL 2002) (DEVIATION), go to www.unicor.gov select Business Opportunities, then select Deviation."

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, (JUNE 2006) which includes: 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I; 52.232-33, Payment of Electronic Funds Transfer - Central Contractor Registration; 52.233-1 Disputes; 52.233-4 Applicable Law for Breach of Contract Claim; 52.219-6 Notice of Total Small Business Set-Aside

52.216-20, Definite Delivery

52.233-3, Protest After Award,

52.246-1, Contractor Inspection Requirement;

With the original invoice, the vendor will furnish the original Certificate of Conformance that will be signed by the person who has certification authority with their title and position included. A copy of this Certificate of Conformance and the packing slip will accompany each shipment. The furnishing of the Certificate of Conformance will be a condition of acceptance at destination and payment will not be made until it is received. Inspection and acceptance will be by FPI.

52.247-34, F.O.B. Destination, delivery shall be FOB DESTINATION to UNICOR-Federal Prison Industries, Federal Correctional Institution, Route 8, Fox Hollow Road, Manchester, KY 40962.

FPI 1000H2 YEAR 2000 WARRANTY

Supplement: LCL APPR (11)

The Contractor represents that the following warranty applies to products licensed under this contract/order/BPA:

The Contractor warrants that the products provided under this contract/order/BPA shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

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The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the manufacturer's standard commercial warranty or warranties contained in this contract or the applicable End User License Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation by the Contractor to repair or replace any such product whose non-compliance is discovered and made known to the contractor in writing at any time prior to June 1, 2000 or for a period of twelve months following acceptance, whichever is the later date. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract.

This warranty shall not apply to products that do not require the processing of date/time data in order to function as specified in this contract/order/BPA.

NOTE:

DESCRIPTIVE LITERATURE IS REQUIRED TO BE SUBMITTED WITH YOUR PROPOSAL IF YOU ARE OFFERING OTHER THAN BRAND NAME EQUIPMENT (PLEASE SUBMIT BROCHURES/PAMPHLETS AND VOLTAGE REQUIREMENTS.)

A minimum twelve (12) month warranty is required. Warranty information shall accompany each machine.

All operating manuals will be required for these items.

FPI 999.999-9, Business Management Questionnaire - This must be completed and provided with your offer- The document can be downloaded at the following website: http://www.unicor.gov/fpi_contracting/about_procurement/forms/

PROPOSAL SUBMISSION REQUIREMENTS: Each proposal package shall consist of the following completed and signed documents: SF1449, all amendments issued, three Business Management Questionnaires with recent and relevant contracts for the same or similar items IAW FAR 52.212 (b) (10) for past performance evaluation, a completed copy of FPI 1000K2 Subcontract Certification (large businesses only), and an ACH form. A completed ACH form must be submitted with each solicitation package prior to contract award.

Implementation of the Central Contractor Registration (CCR) was mandated effective

ALL contractors MUST register with the Contractor Performance System (CPS) at time of award. This site will be used to input and store contractor performance. Go to website: <http://cps.od.nih.gov>. Click on hypertext Registration for Existing contractors listed under the column labeled Contractor Information. Read the information provided on the page and click the hypertext, <https://cpscontractor.nih.gov/>. This will put you at the login screen of the Contractor Performance System. On the right hand side of screen you will see the question, Registered to the NEW CPS yet? Click here to start process under the word BULLETINS. Click the word #here# which is in hypertext format. Enter the required information to register. If you have any questions, contact CPS support at cps-support-1@list.nih.gov or Jo Ann, Paulette, or Alex at (301)451-2771.

Vendors shall submit signed and dated offers by mail to the attention of Rod Wise, Contracting Officer to Federal Prison Industries, Hwy 40 and th StreetOffers submitted by hand or express delivery will be accepted with delivery to same address. Offers should be submitted on the SF1449. OMB Clearance 1103-0018.

The date and time for receipt of proposals is October 6, 2006 at 2:00 PM Central Standard Time. Offers must indicate Solicitation No. CT1803-06, time specified for receipt of offer, DUNS number, name, address and telephone number of offeror. Offer must include and acknowledge by signature all amendments, if any.

All offers that fail to submit a hard copy of the above Representations and Certifications or to complete current representations and certifications maintained @ orca.bpn.gov, past performance information or reject the terms and

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conditions of the solicitation may be excluded from consideration.

The Government may make award without discussions; therefore, the offerors initial offer should contain best pricing.

Future requirements from a UNICOR factory may be added to the ensuing contract if considered to fall within the scope of work and the price is determined to be fair and reasonable.

Award(s) will be based on the best value to the Government with past performance being considered significantly more important than price.

Any amendments hereby issued to this solicitation shall be synopsisized in the same manner as this solicitation and must be acknowledged by each offeror. Offeror must hold prices firm for 60 calendar days from the date specified for receipt of offers. Offers or modifications to offers received at the address specified for the receipt of offers after the exact time specified may not be considered.

All FAR forms, clauses and provisions necessary to submit an offer may be accessed at the following web site: <http://www.arnet.gov/far>. This combined synopsis/solicitation and necessary forms are available on www.fedbizopps.gov or UNICORs web site: http://www.unicor.gov/fpi_contracting/about_procurement/forms/. 1st and 3rd forms are required. (ACH Form and Business Questionnaire Form)

Questions regarding this requirement are to be addressed in writing to rwise@central.unicor.gov or fmccclain@central.unicor.gov.

See Note 1

52.252-1 Solicitation Provisions Incorporated by Reference (2/98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text.

52.252-2 Clauses Incorporated by Reference (2/98)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.arnet.gov/far/>

52.204-6 Data Universal Numbering System (DUNS) Number

52.207-4 Economic Purchase Quantity-Supplies

52.212-1 Instructions to Offerors-Commercial Items

52.212-2 Evaluation - Commercial Items

52.212-4 Terms and Conditions-Commercial Items

52.212-5 Contract Terms and Conditions Required To Implement Statutes Or Executive Orders-Commercial Items

52.216-24 Limitation of Government Liability

52.219-1 Small Business Program Presentations

52.219-6 Notice of Total Small Business Set-Aside

52.244-6 Subcontracts for commercial Items

52.247-34 F.o.b. Destination

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REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

(a) (1) The standard industrial classification (SIC) code for this acquisition is _____ [insert SIC code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it __is, __is not, a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents, for general statistical purposes, that it __is, __is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents as part of its offer that it __is, __is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

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(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)